

right, as a purchaser, be in any manner affected by any irregularity in the case, or misapplication of the purchase money. When he pays the whole of the stipulated amount he is entitled to an absolute conveyance of the whole right of the parties to the suit, whatever that may be, and is not bound to look to any thing beyond the express terms of his contract with the court, as reported by the trustee employed to make the sale. (g)

Where a mortgagee has made further advances to the mortgagor, and taken his bond, binding himself and his heirs, to secure payment, the mortgagee may tack such bond debt to his mortgage as against the heir or devisee of the mortgagor, who shall not be allowed to redeem without paying the bond as well as the mortgage debt. This, however, is solely a matter of arrangement to prevent circuitry of suits; for in natural justice, the claim has no foundation. But this tacking of the bond debt to the mortgage is never allowed, in any case, to the prejudice of creditors whose claims, as to the bond debt, are of equal degree. (r) Here the heirs of *Jordan* are not mortgagees; but merely have an interest in the equitable lien held by the court for their benefit only so far as there might be a surplus after the payment of all the creditors of *Richard Jordan*, deceased. These heirs of *Jordan* may, it is true, in respect to the guardian's bond by which *Booth* was bound as a surety, be considered as bond creditors of *Booth*. But a mere bond can give them no lien whatever upon the estate of *Booth*, and they certainly cannot be allowed to come here and have their bond debt tacked to the equitable lien of the court, to the prejudice of the judgment and other creditors of *Booth*.

There is therefore, no foundation for these alleged superior claims and pretensions of the heirs of *Richard Jordan*, deceased. They can only stand here as bond creditors against the estate of *Jeremiah Booth*, deceased, and take subject to all prior liens, and *pro rata* with the other creditors of *Booth* in equal degree.

Whereupon it is *Ordered*, that this case be and the same is hereby referred to the auditor with directions to state such account as the nature of the case may require; in which he will consider the claim of *Stone & McWilliams* as founded on a judgment against the late *Jeremiah Booth*, *James Walker* being insolvent, taking date from its rendition in the county court. And the claim

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(g) *Bennett v. Hamill*, 2 Scho. & Lefr. 577, 581; *Burke v. Croshie*, 1 Ball. & Bea. 501; *Lloyd v. Johnes*, 9 Ves. 65; *Curtis v. Price*, 12 Ves. 105.—(r) *Powel Mortg.* 348, 526, 1019.